



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**
SUITE 700, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0349
(615) 741-2848

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

April 19, 2012

Mr. Lucian Geise, Director
Tennessee General Assembly
Fiscal Review Committee
8th Floor, Rachel Jackson Building
Nashville, TN 37243

Subject: Amendment One
Telvent Farradyne, Inc.
FA-1029091

Dear Mr. Geise:

The referenced contract provides for the 5-1-1 Travel Information Service for the Tennessee Department of Transportation. The Contractor was competitively selected through the Request for Proposal process. The purpose of this amendment is to extend the contract for an additional year as provided in Section B.2 of the original contract and to provide funding that the year.

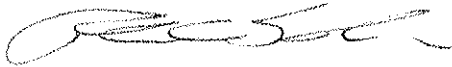
This packet contains the following materials as required by your office:

1. Amendment One and the Contract Summary Sheet, which will extend the contract for one year and increase funding for that period.
2. The original Contract and Contract Summary Sheet.
3. The request for a Non-Competitive Amendment.
4. Supplemental Documentation required by Committee including Edison documentation of expenditures.

Mr. Lucian Geise
April 19, 2012
Page 2

Please advise if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "John C. Schroer", with a stylized flourish at the end.

John C. Schroer
Commissioner

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Luanne Grandinetti	*Contact Phone:	615-741-2331
*Original Contract Number:	FA-1029091	*Original RFS Number:	40100-23010
Edison Contract Number: <i>(if applicable)</i>	10949	Edison RFS Number: <i>(if applicable)</i>	40100-23010
*Original Contract Begin Date:	July 15, 2009	*Current End Date:	July 14, 2012 July 14, 2013 (with this Amendment One)
Current Request Amendment Number: <i>(if applicable)</i>		Two	
Proposed Amendment Effective Date: <i>(if applicable)</i>		July 13, 2012	
*Department Submitting:		Department of Transportation	
*Division:		Community Relations	
*Date Submitted:		April 24, 2012	
*Submitted Within Sixty (60) days: <i>If not, explain:</i>		Yes	
*Contract Vendor Name:		Telvent USA, LLC	
*Current Maximum Liability:		\$1,500,000.00 \$1,787,075.00 with this Amendment One	
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>			
FY: 2010 through 2012			FY:
\$1,500,000.00			\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>			
FY: 2010	FY: 2011	FY: 2012 through Feb.	FY:
\$ 583,178.45	\$ 322,102.19	\$ 146,679.34	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		Initial contract allocation was for three years. The first year was higher than subsequent years due to system design. Subsequent years were for operations and maintenance and enhancements.	
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		Authority to carry funding forward provided by Information System Council with the approval of Information System Plan project enhancement #JJ1105.	
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		N/A	

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:	State: 20%	Current - \$300,000.00 With this amendment \$357,415.00	Federal: 80%	Current --\$1,200,000.00 With this amendment \$1,429,660.00
Interdepartmental:			Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
Method of Original Award: <i>(if applicable)</i>			RFP Competitive Bid	
*What were the projected costs of the service for the entire term of the contract prior to contract award?			\$2,000,000.00 if both two year extensions were exercised	

Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY:	FY:	FY:	FY:	FY:
		NOT APPLICABLE – SECTIONS A OR C.3. HAVE NOT CHANGED			

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:	FY:	FY:	FY:	FY:

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

Sched Num	AP Unit	Voucher	Line	Amount Invoiced	Acct Date
1	40100	56471	1	127,825.74	3/10/2010
1	40100	57576	1	131,526.48	3/12/2010
1	40100	62200	1	259,159.26	3/31/2010
1	40100	70061	1	3,646.78	4/29/2010
1	40100	74817	1	18,868.60	5/20/2010
1	40100	83659	1	42,151.59	6/22/2010
				583,178.45	FY 10 Total
1	40100	90783	1	18,821.74	7/23/2010
1	40100	98701	1	18,783.70	8/23/2010
1	40100	105768	1	18,460.88	9/16/2010
1	40100	114042	1	18,032.22	10/18/2010
1	40100	119808	1	18,159.68	11/5/2010
1	40100	131158	1	18,365.92	12/22/2010
1	40100	140495	1	42,613.04	1/31/2011
1	40100	143998	1	38,762.59	2/10/2011
1	40100	152860	1	20,412.12	3/16/2011
1	40100	160206	1	18,320.72	4/13/2011
1	40100	166867	1	19,064.30	5/12/2011
1	40100	180686	1	72,305.28	6/30/2011
				322,102.19	FY 11 Total
1	40100	183220	1	18,379.06	7/20/2011
1	40100	198508	1	18,404.44	9/14/2011
1	40100	203726	1	18,082.42	10/5/2011
1	40100	208378	1	18,173.56	10/21/2011
1	40100	215010	1	17,839.44	11/17/2011
1	40100	220770	1	18,936.40	12/12/2011
1	40100	230929	1	18,116.80	1/24/2012
1	40100	234409	1	18,747.22	2/6/2012
				146,679.34	FY12 Total
				1,051,959.98	Total

Purchase Order Inquiry Purchase Order

Unit: 40100
 PO ID: FA1029091
 Change Order: 2
 PO Status: Dispatched
 Budget Status: Valid

Header

PO Date: 03/10/2010
 Vendor: TELVENT US-001
 Vendor ID: 0000037825
 Buyer: Brenda Waldron
 PO Reference: 40100-23010 - 5-1-1 FA1029091

Doc Tot Status: Valid
 Backorder Status: None
 Receipt: Partial

Amount Summary

Merchandise: 1500000.00
 Freight/Tax/Misc.: 0.00
 Total: 1500000.00 USD

Select Lines To Display

Line	Item	Item Description	Category	PO Qty	UOM	Amount	Status
1	5-1-1 Service	915-73	1.0000 EA	923659.70 USD	Active		
2	5-1-1 Service	915-73	1.0000 EA	36486.86 USD	Active		
3	5-1-1 Service	915-73	1.0000 EA	539853.44 USD	Active		

Return to Search

Next in List

Notify

Related Links

Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: ARSP015.ARSP015@state.tn.us

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	40100-23010	
1. Procuring Agency	Department of Transportation	
2. Contractor	Telvent USA, LLC	
3. Contract #	FA 1029091	
4. Proposed Amendment #	Two	
5. Edison ID #	10949	
6. Contract Begin Date	7/15/2009	
7. Current Contract End Date – with ALL options to extend exercised	7/14/2012	
8. Proposed Contract End Date – with ALL options to extend exercised	7/14/2013	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$ 1,500,000.000	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$ 1,787,075.00	
11. Office for Information Resources Endorsement – information technology service (N/A to THDA)	Not Applicable <input checked="" type="checkbox"/> Attached	
12. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Support – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment:		
<p>This amendment will exercise a one year term extension as provided in Section B.2. Term Extension. The one year extension will continue the monthly operations and maintenance as well as enhancements to the system as described in item 18. This amendment will increase the maximum liability to cover the upcoming year's anticipated expenses.</p>		

Request Tracking #	40100-23010
15. Name & Address of the Contractor's Principal Owner(s) <i>– NOT required for a TN state education institution</i> Telvent USA, LLC 1390 Piccard Drive Rockville, Maryland 20850	
16. Evidence Contractor's Experience & Length Of Experience Providing the Service Telvent has been providing 5-1-1 services for the department for almost three years.	
17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives Since we are exercising the right to extend as described in the contract, there were no efforts to identify alternatives.	
18. Justification <i>– specifically explain why non-competitive negotiation is in the best interest of the state</i> The 5-1-1 contract included design of the system, implementation, monthly operation and maintenance and enhancements. Telvent has proven themselves throughout the term of the contract in all areas. Enhancements to the system are provided for in the Contract terms (A.4.n.) and A.6.a.(16). With this extension, the Contractor is being asked to enhance the service by providing for travel times and/or speed sensor information. Other enhancements have been made during the first term (3 years) of the contract. It would be too costly for any other vendor to design and transition to a new system.	
Agency Head Signature and Date <i>– MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i>	



CONTRACT AMENDMENT

Agency Tracking # 40100-23010	Edison ID 10949	Contract # FA 1029091	Amendment # 2		
Contractor Legal Entity Name Telvent USA, LLC			Edison Vendor ID 150420		
Amendment Purpose & Effect(s) Extend 5-1-1 Travel Information Service contract for one year and add funding.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: 7/14/2013			
TOTAL Contract Amount <u>INCREASE</u> or DECREASE per this Amendment (zero if N/A):			\$287,075.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2010	300,000.00	1,200,000.00			1,500,000.00
2013	57,415.00	229,660.00			287,075.00
TOTAL:	357,415.00	1,429,660.00			1,787,075.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			OCR USE		
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT TWO
OF CONTRACT FA-1029091**

This Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and Telvent USA, LLC, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B.1., Contract Term, is deleted in its entirety and replaced with the following:

B.1. This Contract shall be effective for the period beginning on July 15, 2009 and ending on July 14, 2013. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

2. Contract section C.1., Maximum Liability, is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this contract exceed One Million, Seven Hundred Eighty Seven Thousand, Seventy Five Dollars and no cents (\$1,787,075.00). The payment rates in Section C.3. shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective July 14, 2012. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

TELVENT USA, LLC:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

DATE

JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE



CONTRACT AMENDMENT

Agency Tracking # 40100-23010	Edison ID 10949/	Contract # FA1029091	Amendment # 1
Contractor Legal Entity Name Telvent USA, LLC			Edison Vendor ID 150420

Amendment Purpose & Effect(s)

Change Contractor's Name and EIN Number

Amendment Changes Contract End Date: ☐ YES ☒ NO End Date: 7/14/2012TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): \$0**Funding —**

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2010	300,000.00	1,200,000.00			1,500,000.00
TOTAL:	300,000.00	1,200,000.00			1,500,000.00

American Recovery and Reinvestment Act (ARRA) Funding: ☐ YES ☒ NO

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

OCR USE

Speed Chart (optional)

Account Code (optional)

**AMENDMENT ONE
OF CONTRACT FA1029091-00**

This Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and Telvent USA, LLC., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

The following is added as Contract section E.12.:

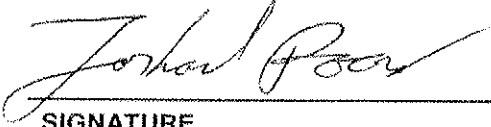
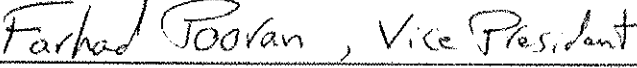
1. E.12. Contractor Name. All references to "Telvent Farradyne, Inc." shall be deleted and replaced with "Telvent USA, LLC."
2. Contract Attachment One is deleted in its entirety and replaced with the new Attachment One attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).



Amendment Effective Date. The revisions set forth herein shall be effective May 1, 2012. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

Telvent USA, LLC.:

 _____ SIGNATURE	4/20/2012 _____ DATE
 _____ PRINTED NAME AND TITLE OF SIGNATORY (above)	

Department of Transportation:

 _____ JOHN C. SCHROER, COMMISSIONER	APR 25 2012 _____ DATE
 _____ JOHN REINBOLD, GENERAL COUNSEL APPROVED AS TO FORM AND LEGALITY	
	4/24/12 _____ DATE

ATTACHMENT ONE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Telvent USA, LLC
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	32-0362176

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Farhad Pooran, Vice President

PRINTED NAME AND TITLE OF SIGNATORY

4/20/12

DATE OF ATTESTATION



CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Agency Tracking #

40100-23010

Edison ID

10949

Contractor

Telvent Farradyne, Inc.

Contractor Federal Employer Identification or Social Security #

☐ C- or ☒ V- 521366064-00

Service 5-1-1 Travel Information Service

Contract Begin Date
7/15/09

Contract End Date
7/14/12

Subrecipient or Vendor

☐ Subrecipient ☒ Vendor

CFDA #(s)

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2010	300,000.00	1,200,000.00			1,500,000.00
TOTAL:	300,000.00	1,200,000.00			1,500,000.00

American Recovery and Reinvestment Act (ARRA) Funding - ☐ YES ☒ NO

Agency Contact & Telephone #

Audra Colvin (615) 741-2496

Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

[Signature]

F&A Secured Document

FA1029091

Speed Code

Account Code

70803000

Contractor Ownership/Control

☐ African American

☐ Person w/ Disability

☐ Hispanic

☐ Small Business

☐ Government

☐ Asian

☐ Female

☐ Native American

☒ NOT Minority/Disadvantaged

☐ Other

Contractor Selection Method

☒ RFP

☐ Competitive Negotiation *

☐ Alternative Competitive Method *

☐ Non-Competitive Negotiation

☐ Other *

*Procurement Process Summary

RFP Process

Patrick McGowan

Fax 1-301-816-1884

John Schumitz

Fax 1-301-354-5567

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
TELVENT FARRADYNE, INC.**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and Telvent Farradyne, Inc., hereinafter referred to as the "Contractor," is for the provision of 511 travel information service, as further defined in the "SCOPE OF SERVICES."

The Contractor is a For-Profit Corporation
Contractor Federal Employer Identification or Social Security Number: 52-1366064
Contractor Place of Incorporation or Organization: Maryland

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

A.2. Functional and System Requirements

The Contractor shall comply with the following system features and functional requirements in developing, implementing, and operating a 511 service in Tennessee:

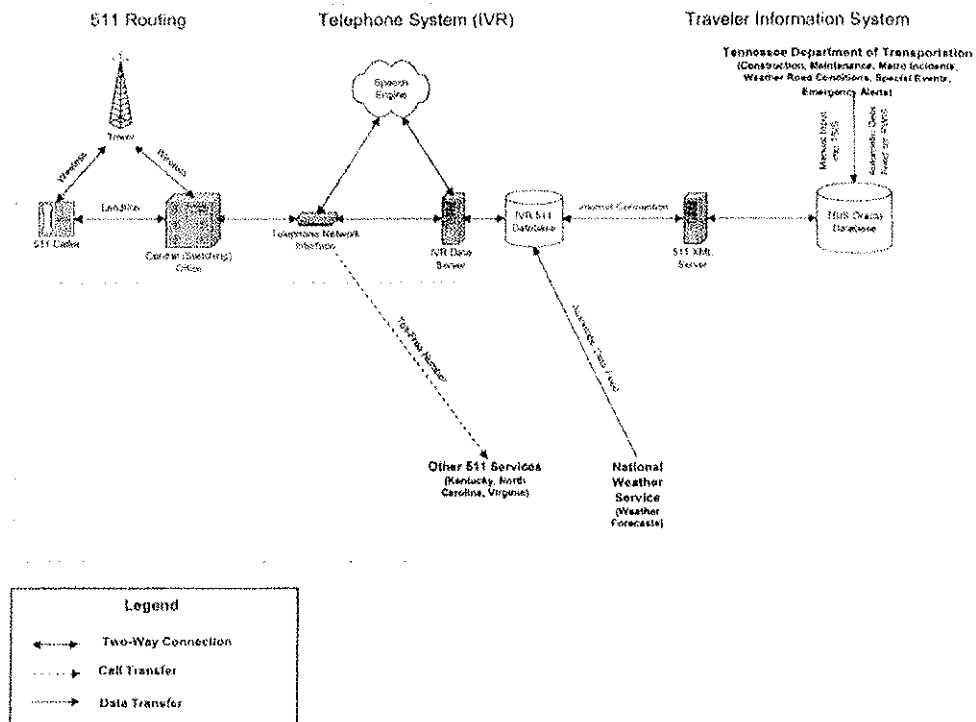
a. Basic System Requirements

- (1) The 511 service shall be available to travelers 24 hours a day, 365 days a year.
- (2) In accordance with the National 511 Guidelines, the Contractor-provided components of the 511 service shall be available to callers a minimum of 99.8% of the time, which translates to the service being unavailable less than eighteen (18) hours per year. The Contractor shall not be responsible for meeting this availability requirement during times when the connection between the IVR platform and the State's 511 XML server is unavailable.
- (3) No individual hardware or software element of the 511 service provided by the Contractor shall have a mean time between failures (MTBF) of less than 13,000 continuous hours. The MTBF requirement shall also apply to disruptions of the telephone/Internet service caused by Contractor failure to honor financial commitments to service providers.
- (4) In accordance with the National 511 Guidelines, the Contractor shall provide sufficient capacity for the 511 service so as to be able to accept all calls for the 90th percentile peak hour load.
- (5) The Contractor shall determine the number of ports required to accommodate anticipated average call volumes of 65,000 calls per month (totaling 110,000 minutes of total monthly usage) for the first three (3) years of operability. Call transfer requests are expected to average 2,000 requests per month.
- (6) The Contractor shall allocate the appropriate level of system capacity so that "bursting", or the use of additional ports, is not needed to accommodate anticipated average call volumes, but is available, if needed, to accommodate anticipated peak monthly call volumes of 85,000 calls.
- (7) As outlined in the System Security and Disaster Recovery Plan (see Section A.6.a. (6)), the Contractor shall provide sufficient system security to restrict

access to the components of, and protect confidential information related to, Tennessee's 511 service. The Contractor shall also provide sufficient system redundancy to minimize the frequency and scope of impact of system failures.

A.3. Basic System Functions and Features

- a. The development of the 511 service, as well as any future enhancements, shall adhere, when feasible, to the most current version of the National 511 Deployment Coalition's 511 Implementation and Operational Guidelines for 511 Services (currently version 3.0) [hereinafter referred to as National 511 Guidelines], unless otherwise directed by the State.
- b. The system architecture for the 511 service shall be a privately hosted, network-based interactive voice response (IVR) platform, as shown in the following diagram:



- c. The Contractor shall be responsible for all tasks related to establishing an IVR platform for the 511 service, which include, but are not limited to:
 - (1) Telephone network configuration;
 - (2) Voice recordings;
 - (3) Menu tree development;
 - (4) System logic;
 - (5) Database configuration;
 - (6) Data server configuration;
 - (7) Interface development;
 - (8) Training; and
 - (9) Management.
- d. The State shall provide the Contractor with access to the 511 XML RSS Feed to develop the interface between the IVR data server and the State's 511 RSS Feed. The Contractor shall be responsible for developing the software solution to properly utilize the data feed,

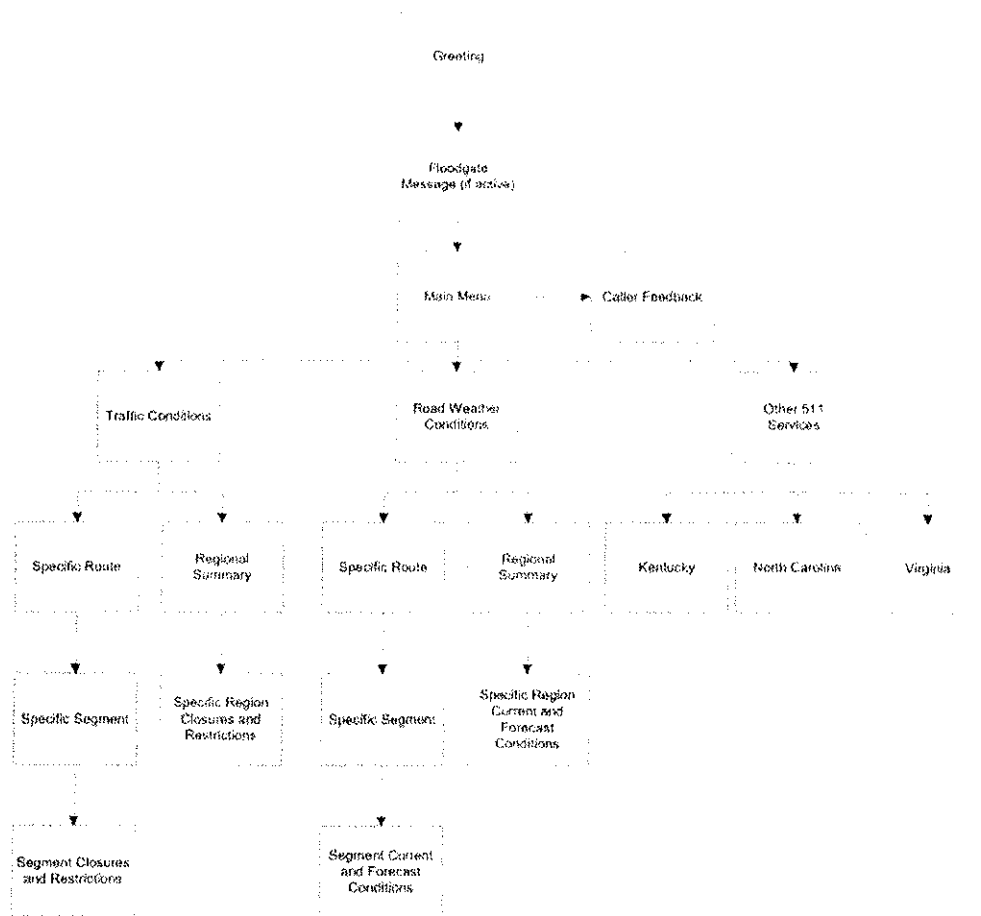
while also monitoring the connection status on the Contractor's end. The Contractor's software solution shall comply with State standards. The 511 specific RSS feed is located at: <http://ww2.tdot.state.tn.us/tsw/maps/tdotsmartwayrss.xml>

- e. The 511 service shall utilize the most current information available. The Contractor shall utilize an IVR 511 database to store a temporary working copy of the State's XML scripts. The Contractor's IVR data server will monitor the State's 511 RSS feed to retrieve the latest updated copy of current XML feed at intervals no longer than ten (10) minutes. The Contractor will make a copy of the latest XML feed available via their website to the State so as the State can confirm Contractor is in possession of the latest XML feed.
- f. Callers to the 511 service shall not incur a per-call cost of more than the cost of a local call (i.e., callers using wireless phones will still have air-time charges but calls from landline phones should be free).
- g. Callers shall be able to utilize voice response or touch-tone to navigate the menu structure of the 511 service.
- h. The 511 service shall comply with applicable Americans with Disabilities Act (ADA) requirements for information accessibility by designing the system to reasonably accommodate speech-impaired and hearing-impaired callers.
- i. Advertising and marketing by the private sector are not to be part of the initial greeting or main menu of the 511 service.
- j. A time-out feature shall be included that limits the length of a call to the 511 service to ten (10) minutes. Callers shall be provided with a one-minute warning before the time-out limit is reached.

A.4. Menu and Content

- a. The initial 511 service shall accommodate the following types of information:
 - (1) Construction and maintenance activities that close or restrict access to state highways;
 - (2) Weather-related road conditions for state highways;
 - (3) Weather forecasts for state highways;
 - (4) Road closures and major delays due to incidents on state highways;
 - (5) Transportation-related major special event information for state highways;
 - (6) Emergency notices and other special alerts; and
 - (7) Access via call transfer to border states' 511 services.
- b. In accordance with the National 511 Guidelines, the travel information on State highways available through the 511 service should accommodate the following, where applicable:
 - (1) Regional overviews with options for additional detailed information;
 - (2) Specific location or portion of route segment to which information applies;
 - (3) Direction of travel;
 - (4) General description and scale of impact;
 - (5) Duration for which information applies; and
- c. The Contractor shall create a detailed menu tree with call flow diagrams that illustrate how callers will be able to easily navigate through the menus to find the requested information. A high-level menu tree is shown to provide the Contractor with a base from which to develop the detailed menu tree and call flow diagrams.

Tennessee 511 Menu Tree



- d. The 511 service shall allow for an uninterruptible floodgate message to be inserted at any level within the menu structure shown in the table above. Callers will not be able to skip past a floodgate message, but once the floodgate message has been played, the 511 service will automatically continue with the same call flow that was being performed prior to the floodgate message. Once a floodgate message is inactivated, callers will not be able to discern where a floodgate message had previously been inserted. The floodgate message will be manually input by the State and delivered to the caller as concatenated speech, text-to-speech, or as a recorded message (e.g., in .wav file format) through an interface to be developed by the Contractor.
- e. The initial greeting of the 511 service shall briefly welcome callers to Tennessee's 511 service.
- f. At every menu level, the caller shall be able to hear the entire list of potential menu options at that menu level.
- g. The 511 service shall provide certain commands made of words and phrases that are globally understood by the IVR platform and can be used by callers at any point in the menu structure. These commands could include:
 - (1) Help;
 - (2) Main menu;
 - (3) Go back;

- (4) Stop;
 - (5) Skip ahead to the next event or incident; and
 - (6) Repeat.
- h. The "help" option offered at each menu shall provide a message that assists the caller with that particular menu.
- i. If the information stored in the IVR 511 database has not been updated within the last ten (10) minutes (i.e., the State has not updated XML scripts for the State's 511 RSS feed), the 511 service shall return a "no report available" message within the traffic conditions and road weather conditions menus.
- j. When transferring from Tennessee's 511 service to the 511 services of border states, a prompt shall tell the caller that they are transferring from the system and allow the caller to say "no" and be returned to the main menu.
- k. Callers shall be given the opportunity at the main menu to provide comments on the performance of the 511 service.
- l. The Contractor shall implement the State's requests for minor changes in menu structure or composition within twenty-four (24) hours of the request (during business hours). These minor changes are to be considered part of the operations and maintenance of the 511 service and are not to be considered additional services or enhancements. Minor changes are anticipated to include such activities as:
 - (1) Replacing a voice command prompt with a new prompt;
 - (2) Removing an existing voice command prompt;
 - (3) Adding an additional option to a menu, such as the name of a new roadway; and
 - (4) Enabling/disabling a floodgate message.
- m. The menu tree and call flow diagrams shall be designed to allow for modification as future enhancements are made to the 511 service. From time to time throughout the duration of the contract, it is anticipated that the State will request that enhancements be made to the 511 service. The Contractor shall respond with a scope and budget within two (2) weeks of a request by the State for an enhancement.
- n. The Contractor shall implement enhancements as determined necessary by the State. Enhancements are anticipated approximately every twelve (12) months for the term of the contract, and more frequently if needed. Enhancements could include upgrades proposed by the Contractor and could include at least some of the following upgrades currently being considered by the State:
 - (1) Utilization of the GeoRSS feeds in place of the existing 511 specific RSS feed. These GeoRSS feeds are available at the following URLs.
 - Incident:
<http://ww2.tdot.state.tn.us/tsw/GeoRSS/TDOTIncidentGeoRSS.xml>
 - Construction:
<http://ww2.tdot.state.tn.us/tsw/GeoRSS/TDOTConstructionGeorss.xml>
 - Cameras:
<http://ww2.tdot.state.tn.us/tsw/GeoRSS/TDOTCameraGeorss.xml>
 - Message Signs:
<http://ww2.tdot.state.tn.us/tsw/GeoRSS/TDOTMessageGeorss.xml>
 - Road Conditions:
<http://ww2.tdot.state.tn.us/tsw/GeoRSS/TDOTWeatherGeorss.xml>
 - Weather Advisory:
<http://ww2.tdot.state.tn.us/tsw/GeoRSS/TDOTCWAGeorss.xml>

A.5. Project Management

The Contractor shall provide the necessary project management and administrative support to design, build, implement, operate and maintain the hosted element of the State's 511 service. The Contractor shall identify a project manager who will serve as a point of contact for the State throughout the term of the contract.

- a. Project Management Plan – The Contractor shall submit a project management plan that shall include, but not be limited to, the following:
 - (1) Major tasks to be completed;
 - (2) Project work plan showing the effort required and resources assigned to complete each task;
 - (3) Anticipated starting and ending dates for each task;
 - (4) Microsoft Project baseline schedule of key milestones, product submittals, project meetings, and review periods; and
 - (5) Overview of proposed technical design that includes block diagrams and corresponding descriptions of the major components of the system.
- b. Progress Reports – During system development and implementation, the Contractor shall prepare and submit to the State weekly progress reports in a format specified by the State. The progress reports shall:
 - (1) Detail all work efforts in the reporting period including all progress towards the current objective; and
 - (2) Discuss any anticipated or encountered difficulties and proposed solutions.
 - (3) As the project approaches the transition to the new 511 service, more frequent progress reports may be needed to keep the State apprised of project progress.
- c. Once the 511 service is operational, the vendor shall provide a web-based 'dashboard' with access controlled by login and password. The dashboard shall include a system performance display which will provide, at a minimum, the operation and utilization statistics currently recommended in Section VI of the National 511 Guidelines, version 3, and described in Section A.10.c.
- d. The Contractor shall prepare an annual program review summary of system performance and operations that will include, at a minimum: annual summary and monthly summaries of call volumes and call transfers, system enhancements and modifications completed (e.g., new content and functions), system enhancements underway, performance against goals, and overall system operations.
- e. Project Meetings – The Contractor shall organize and conduct project meetings with the State and be responsible for preparing and disseminating agendas and meeting summaries to the State. The purpose of these meetings will be to discuss the progress of work in terms of schedule and budget, to discuss technical and institutional issues that may arise, and to discuss comments on previously submitted products. During the design, build, testing and implementation phases, bi-monthly meetings or teleconferences are anticipated. More frequent meetings may be needed as the transition date approaches. Once the new 511 service is operational, periodic progress meetings or teleconferences are anticipated to be held between the State and the Contractor's project manager.
- f. Project Records and Files – The Contractor shall maintain project records and files. Project records shall include progress reports, meeting agendas and summaries, management plans, schedule updates, project correspondence, product submittals, and source code specific to Tennessee's new 511 service. All project records shall be

considered the property of the State and shall be made available by the Contractor to State personnel, upon request, for review and audit.

A.6. Project Phases

The anticipated major phases or milestones in the project are as follows:

- Phase 1: System Design of new 511 Service; to be tested and fully operational by December 5, 2009
- Phase 2: Development of a Test Environment of 511 Service; to be tested and fully operational by December 5, 2009
- Phase 3: Testing and Implementation of new 511 Service; to be tested and fully operational by December 5, 2009
- Phase 4: Operations and Maintenance of 511 Service; to be tested and fully operational by December 5, 2009
- Phase 5: Additional Enhancements of 511 Service. to be tested and fully operational by December 5, 2009

a. Phase 1: System Design of new 511 Service

Phase 1, or the System Design phase, of the contract includes the development by the Contractor of all design documents needed to develop the new 511 service. These design documents are to be succinct, yet detailed enough that the State can determine that the proposed design complies with the functional and system requirements described in Section A.2. Where applicable, these design documents are also to be comprehensive enough so that if the hosting services are transferred to a new voice-hosting services provider at some later date, the design documents contain enough information to allow the new provider to ascertain the system functionalities and features of the 511 service. The System Design phase shall be considered complete when the State has reviewed and approved all design documents. Following are the minimum design documents that shall be delivered by the Contractor to the State as part of Phase 1:

- (1) Quality Assurance and Control Plan – The Contractor shall develop a quality assurance and control plan to ensure compliance with all appropriate standards of quality throughout the term of the contract. The quality assurance and control plan shall be reviewed and updated as needed.
- (2) Detailed Functional and System Requirements – The Contractor shall prepare detailed functional and system requirements for Tennessee's 511 service. The detailed functional and system requirements shall be based on the requirements outlined in Section A.2.
- (3) System Architecture and Detailed System Design – Based on the detailed functional and system requirements, the Contractor shall prepare an architecture that shows the various Contractor-provided components of the 511 service. The architecture should graphically depict all subsystems, data interfaces, and call transfers, as well as identify the location and ownership of major hardware and software components. The architecture should also provide design details, such as descriptions of the individual hardware and software components, their functionalities, how they communicate with each other, their relative installation locations, and database usage.
- (4) Detailed Call Flows and Dialogs – The Contractor shall prepare detailed menu trees and call flow diagrams for the 511 service based on the menu tree outlined in Section A.4.c. The Contractor will also prepare call flow diagrams for all future enhancements to the service that result in expansion or modifications to the

current menu structure. These call flow diagrams should illustrate menus, prompts, and sample dialogs for each menu option and layer. Call flows should include menu options, system information, and show sample dialogs with user requests. Dialogs also should address 'help' functions. Dialogs and menu options should indicate which responses are recorded and which are dynamically generated. All call flow diagrams should illustrate both voice recognition and touch-tone responses as callers will have the option to use either.

- (5) System Interface Design – The Contractor shall prepare a document that provides detailed design for the interfaces that will be required between the public switched telephone network (PSTN), the telephone network interface, the speech engine, the IVR data server, the State's 511 XML server, other 511 services (for a call transfer), and all other system components. A summary describing the designed interfaces will be submitted to the State.
- (6) System Security and Disaster Recovery Plan – The Contractor shall prepare a system security plan that addresses system security for those components of the 511 service provided by the Contractor. This plan will include provisions to restrict access and protect confidential information through means such as external and internal firewalls. These security plans and provisions shall be reviewed and updated as needed throughout the term of the contract. In addition, the Contractor shall prepare a disaster recovery plan that demonstrates how the system will be brought back to its previous working condition after a system failure or a security breach.
- (7) Interactive Voice Response (IVR) Platform Demonstration – The Contractor shall provide a customized IVR platform that has the capability of using voice recognition and concatenated speech output to match 511 callers with requested traveler information. The Contractor will demonstrate the IVR platform capabilities, including speech recognition, human factors calibration, voice messages, call transfers, and other system features, to the State as part of Phase 2 and prior to commencing with final implementation.
- (8) System Acceptance Test (SAT) Plan – The Contractor shall prepare a system acceptance test (SAT) plan outlining procedures and performance requirements for the testing phase of Tennessee's 511 service. It is envisioned that acceptance testing will occur at key points in the design and build of the system. The Contractor is required to perform a full end-to-end test prior to implementation of the 511 service. The 511 service must operate properly, without system failures, for a consecutive 30-day period after the end-to-end test before final Test acceptance of the 511 service will be made. Proper operation includes, but is not limited to, the full process from receiving the call, recognizing the caller requests, retrieving the desired information, reporting that information back to the caller, and terminating the call. The system acceptance test will need to demonstrate functionality of all interfaces and transfers, voice and touch-tone recognition, and menus, and that the system is accurately providing information based on requests. Once State acceptance has been achieved in the Test environment, the tests will be re-run in the Production environment. A load test also will be performed by the Contractor in the Production environment prior to implementation. The System Acceptance Test plan shall also outline procedures and performance requirements for the testing phase of any modifications or enhancements that may be made to Tennessee's 511 service after the initial implementation of the system is complete.
- (9) Transition Plan – The Contractor shall develop a transition plan that details how the Contractor will transition from the current implementation of 511 to the initial release version of the new 511 service. The transition plan shall discuss system

and interface development and testing that is to be performed before, during, and after transition to ensure all components of the 511 service have been implemented correctly.

- (10) Configuration Management Plan – The Contractor shall develop a configuration management plan and implement software and hardware configuration control and management procedures. This plan should outline processes, procedures and responsibilities for documenting and implementing any modifications and enhancements, including appropriate development requirements, approvals/acceptance and sign-off authorities. This plan shall also show which components and files (e.g., XML files, data access scripts, voice files) are project-specific and which are shared with other projects that are not part of Tennessee's 511 service, if applicable. For those 511 service components shared with other projects, the Contractor shall indicate how those shared components will be managed to prevent changes in other projects from impacting Tennessee's 511 service. Configuration management will be under the control of a Configuration Control Board that will consist of State staff and representatives of the Contractor.
- (11) Training Plan – The Contractor shall develop a training plan that addresses how the Contractor will train State personnel about what their responsibilities are for assisting in the operations and maintenance of the 511 service. These responsibilities include making minor modifications to the menu tree structure by enabling/disabling a floodgate message.
- (12) Business Model Analysis – The Contractor shall prepare a business model analysis that discusses potential opportunities to maximize State benefit, upon implementation of the 511 service. Institutional issues surrounding possible public-private partnerships will be discussed. The implementation of potential future enhancements should be considered in the business model analysis.
- (13) Exit Strategy – An exit strategy shall be included in the event that the Contractor no longer provides hosting services in the future. The exit strategy shall discuss how all project-specific XML files, data access scripts, voice files, and other pertinent code and files will be transferred to a new voice-hosting service provider.
- (14) Operations and Maintenance Plan – The Contractor shall develop an operations and maintenance plan that addresses, at a minimum, the following key components:
 - i. Overall system operations;
 - ii. Staffing plan and requirements, including identifying Contractor points-of-contact;
 - iii. Monthly reporting/usage; and
 - iv. Maintenance needs.
- (15) Performance Monitoring Plan – The Contractor shall develop and implement a performance monitoring plan in accordance with the Functional and System Requirements outlined in Section A.2. and any other performance requirements developed as part of the Contractor's plan to measure the success of meeting the system requirements.
- (16) Enhancements Plans – after the successful implementation of the initial 511 service, the Contractor shall develop on an as needed basis a plan detailing the implementation and costs of specific enhancements desired or required by the State for the remaining term of the contract.

b. Phase 2: Development of a Test Environment of 511 Service

Development, acceptance testing and all other efforts needed to implement the 511 service for public use. This phase shall be considered complete when the 511 Test Environment has been accepted by the State for internal and Contractor use.

c. Phase 3: Testing and Implementation of new 511 Service

System acceptance testing and all other effort needed to implement and qualify the 511 service for public use. This phase shall be considered complete when the 511 service has been implemented in the Production environment for public use.

d. Phase 4: Operations and Maintenance of 511 Service

Includes operating and maintaining the 511 service through the end of the contract, a period anticipated to be twenty-nine (29) months unless contract extensions are utilized as follows:

- (1) Operations and Maintenance of 511 Service of components independent of usage, including but not limited to program management, IVR hosting, and software and hardware maintenance and upgrades
- (2) Operations and Maintenance of 511 Service for 0-25,000 minutes in a month (includes all applicable long distance access, telco, and bursting, and call transfers).
- (3) Operations and Maintenance of 511 Service in excess of 25,000 minutes in a month, for next tier of 25,000 minutes (25,001-50,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting, and call transfers).
- (4) Operations and Maintenance of 511 Service in excess of 50,000 minutes in a month, for next tier of 25,000 minutes (50,001-75,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting, and call transfers).
- (5) Operations and Maintenance of 511 Service in excess of 75,000 minutes in a month, for next tier of 25,000 minutes (75,001-100,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting, and call transfers).
- (6) Operations and Maintenance of 511 Service in excess of 100,000 minutes in a month, for next tier of 50,000 minutes (100,001-150,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting, and call transfers).
- (7) Operations and Maintenance of 511 Service in excess of 150,000 minutes in a month, for next tier of 50,000 minutes (150,001-200,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting, and call transfers).
- (8) Operations and Maintenance of 511 Service if exceeds 200,000 minutes in a month, for all additional minutes beyond 200,000 minutes in a month (includes all applicable long distance access, telco, and bursting, and call transfers).
- (9) Operations and Maintenance of 511 Service for call transfer to a toll-free number

e. Phase 5: Additional Enhancements of 511 Service

Includes implementing enhancements on an as-needed basis for the remaining term of the contract. The Contractor or the State can recommend enhancements but the State ultimately determines which enhancements to implement. The effort to complete these enhancements shall be broken down into the following sub-tasks:

- (1) Project Management
- (2) Business Analysis
- (3) Application Development
- (4) Database Development or Modification
- (5) Modification of Voice Files

A.7. System Interfaces

- a. The Contractor shall use the current toll-free number for use with the 511 service. This number is the point-to number to which 511 calls will be routed by telecommunications providers. The State has coordinated with telecommunications providers to perform the actual routing. This point-to number is also used by callers who need to dial the toll-free number because their telecommunications providers do not route 511 calls. This toll-free number shall remain in ownership of the State at the end of the contract.
- b. The Contractor shall be responsible for all telecommunications connections between the IVR platform and the public switched telephone network (PSTN) for toll-free and call transfer services.
- c. The Contractor shall be responsible for all interfaces and connections between the components of the IVR platform.
- d. The Contractor shall be responsible for all interfaces and connections between the Contractor's IVR platform and the State's 511 XML server.
- e. The Contractor will develop an interface with the National Weather Service or other weather information providers to provide general forecasted weather conditions in the 511 service for the roadway segments included in the 511 service.
- f. The Contractor will develop an interface and mechanism that allows State staff to insert and remove a floodgate message at any point in the menu structure. This interface will utilize a secure Internet connection. The floodgate interface will permit State staff to use text or pre-recorded messages (e.g., .wav files) for floodgate messages. The Contractor shall ensure that all floodgate messages in a text format are appropriately converted to speech. The Contractor shall ensure that all floodgate messages are uploaded to the 511 service and placed in the 511 menu structure as requested by State staff.
- g. The 511 service will provide call transfers to the toll-free numbers corresponding to the 511 services of bordering states that disconnect the caller from Tennessee's 511 service once the call transfer is made.
- h. The Contractor is responsible for developing or modifying interfaces between the Contractor-provided components of the 511 service to accommodate future enhancements.

A.8. End-User Interfaces

- a. The IVR platform shall recognize voice commands from callers and provide callers with access to the requested information through voice message outputs.

- b. The IVR platform shall be capable of recognizing various accents and dialects.
- c. The IVR platform shall be capable of recognizing various names or designations for the same road or location (e.g., Interstate 40 and I-40).
- d. The voice recognition shall be updateable either through software or other means on the accents and words most commonly used by callers of the 511 service, thereby improving the voice recognition functionality.
- e. The IVR platform also shall be capable of recognizing touch-tone, also known as dual-tone multi-frequency (DTMF), commands from callers, thereby creating an alternate method besides voice commands for callers to request information.
- f. The IVR platform shall automatically default to touch-tone after three consecutive failures to recognize voice commands. Callers shall be notified that the system is defaulting to touch-tone.
- g. Travel information shall generally be converted to voice messages by combining concatenated voice clips or utilizing text-to-speech. Version 2.0 of voice extensible markup language (VXML) shall be used to convert the data into voice messages. Pre-recorded messages may be appropriate in certain cases such as floodgate messages.
- h. The Contractor shall coordinate with the State regarding the recording of voice messages for Tennessee's 511 service. The State will provide the Contractor with the voice talent but it will be the responsibility of the Contractor to provide the words or sentences that are to be recorded to the voice talent. There are close to 6,000 different roadway segments that could potentially be utilized in Tennessee's 511 service. It is anticipated that the same voice talent will be utilized to record all voice messages, with one possible exception being for pre-recorded messages produced by the State.
- i. The IVR platform shall provide audible evidence that a call is still active if there is any "dead" time while data is being processed.
- j. The State shall maintain the rights to all project-specific voice recordings developed for Tennessee's 511 service. A copy of all project-specific voice recordings shall be provided to the State by the Contractor before implementation of the 511 service occurs. Any updates to the voice recordings throughout the contract period shall also be provided to the State.
- k. The Contractor shall provide a demonstration to the State that shows that all of the requirements set forth herein have been met.

A.9. Implementation

- a. The Contractor shall develop and test the new 511 service in a separate test environment prior to implementation.
- b. After a full end-to-end test is performed as outlined in the System Acceptance Test Plan (see Section A.6.a. (8)), in the Test environment, the Contractor will implement the 511 service in their production environment. The 511 service must operate properly, without a system failure, for a consecutive 30-day burn-in period in the production Environment before final acceptance of the 511 service will be made. A system failure occurs when there is an interruption or problem with the proper operation of the system. Proper operation includes, but is not limited to, the full process from receiving the call, recognizing the caller requests, retrieving the desired information, reporting that information back to the caller, and terminating the call.

- (1) The Contractor will maintain the Test environment after implementation of the 511 service in production so the State and Contractor can test any changes or improvements to the service before implementing them in the production environment.
- c. Any additional temporary or permanent toll-free numbers, hardware, and software needed for testing or operating the new 511 service will be obtained and paid for by the Contractor.
- d. Transition of the 511 service shall occur as outlined in the Transition Plan (see Section A.6.a. (9)) and shall commence no later than December 5th, 2009 at 12:01 AM CST, unless otherwise authorized by the State.
- e. Live testing of the new 511 service shall be conducted immediately after implementation to ensure all components of the new 511 service have been successfully implemented.
- f. Any enhancements to the 511 service shall go through testing as outlined in the System Acceptance Test Plan (see Section A.6.a. (8)).

A.10. Operations and Maintenance

- a. Operations and maintenance shall commence with the implementation of the 511 service and continue until the expiration of the contract or expiration of any contract extensions.
- b. All licensing, operations and maintenance requirements associated with the Contractor's components of the 511 service will be the responsibility of the Contractor and shall be outlined in the Operations and Maintenance Plan (see Section A.6.a. (14)).
- c. The 511 service shall be designed with appropriate reporting functions and shall generate real-time system performance reports to be provided to the State using a web-based 'dashboard' system. The system performance and utilization statistics, as currently recommended by the National 511 Guidelines, shall be included at a minimum:
 - (1) Calls per month;
 - (2) Peak daily count and date of occurrence;
 - (3) Peak hourly count and time of occurrence;
 - (4) Capacity utilization (number of ports used versus number available);
 - (5) Number of dropped calls;
 - (6) Number and duration of system failures;
 - (7) Average call length in seconds;
 - (8) Total minutes of usage per month;
 - (9) Total number and percentage of requests for the main menu selections.
 - (10) Total number and percentage of transfers to border state 511 services.
 - (11) Total number and percentage of calls from wireless telephones (optional based on telephone routing configuration); and
 - (12) Total number and percentage of calls from landline telephones (optional based on telephone routing configuration).
- d. The Contractor shall be responsible for ensuring that the call transfers to border state 511 services are correctly programmed and properly functioning.
- e. As outlined in the Performance Monitoring Plan (see Section A.6.a. (15)), the Contractor shall monitor the 511 service operations to ensure that interfaces, menus, prompts, and responses are functioning correctly. The State will be responsible for quality and accuracy of information provided to callers.

- f. The Contractor shall provide the means to log information from the components of the 511 service. Logging information shall include system status, system errors, and operational logs. The log text shall be time stamped and presented in understandable English sentences. Other information may be provided, as necessary, to assist developers in diagnosing the causes of any problems. The Contractor will include these logs in the web-based 'dashboard' monitoring system.
- g. Any needed maintenance, upgrade, and life-cycle costs for the Contractor-provided portions of the 511 service will be incurred by the Contractor.

A.11. Training

- a. As outlined in the Training Plan (see Section A.6.a. (11)), the Contractor shall develop curricula that documents the responsibilities of State personnel for assisting the Contractor in the operations and maintenance of the 511 service.
- b. The Contractor shall conduct training of State personnel at a State location in Nashville at least thirty (30) days prior to the implementation of the 511 service. It is anticipated that this training will be for ten (10) to fifteen (15) State personnel.

A.12. Configuration Management and Control

- a. The Contractor shall track all modifications, changes, and enhancements to the 511 service.
- b. The Contractor shall implement the software and hardware configuration control and management procedures outlined in the Configuration Management Plan (see Section A.6.a. (10)).
- c. The Contractor shall report to the configuration management board and provide status reports to the State quarterly.
- d. The Contractor shall update the Configuration Management Plan (see Section A.6.a. (10)) and all other applicable plans as needed.

B. CONTRACT TERM:

- B.1. This Contract shall be effective for the period commencing on July 15, 2009 and ending on July 14, 2012. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Million, Five Hundred Thousand Dollars and no cents (\$1,500,000.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Phase 1: System Design of new 511 Service	\$127,825.74
Phase 2: Development of a Test Environment of 511 Service	\$131,526.48
Phase 3: Testing and Implementation of new 511 Service	\$259,159.26
Phase 4: Operations and Maintenance of 511 Service – Monthly cost components independent of usage, including but not limited to program management, IVR hosting, and software and hardware maintenance and upgrades	\$16,811.00 per month
Phase 4: Operations and Maintenance of 511 Service – Per minute rate for 0-25,000 minutes in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$0.020 per minute
Phase 4: Operations and Maintenance of 511 Service – Per minute rate, if exceed 25,000 minutes in a month, for next tier of 25,000 minutes (25,001-50,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$0.020 per minute
Phase 4: Operations and Maintenance of 511 Service – Per minute rate, if exceed 50,000 minutes in a month, for next tier of 25,000 minutes (50,001-75,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$0.020 per minute
Phase 4: Operations and Maintenance of 511 Service – Per minute rate, if exceed 75,000 minutes in a month, for next tier of 25,000 minutes (75,001-100,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting surcharges and	\$0.020 per minute

taxes except for call transfer charges)	
Phase 4: Operations and Maintenance of 511 Service – Per minute rate, if exceed 100,000 minutes in a month, for next tier of 50,000 minutes (100,001-150,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$0.088 per minute
Phase 4: Operations and Maintenance of 511 Service – Per minute rate, if exceed 150,000 minutes in a month, for next tier of 50,000 minutes (150,001-200,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$0.088 per minute
Phase 4: Operations and Maintenance of 511 Service – Per minute rate, if exceed 200,000 minutes in a month, for all additional minutes beyond 200,000 minutes in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$0.088 per minute
Phase 4: Operations and Maintenance of 511 Service – Per transfer charge for a call transfer to a toll-free number	\$0.100 per transfer
Phase 5: Enhancements of 511 Service – per agreed price based upon estimated labor and service costs.	
Project Management	\$181.73 per hour
Business Analysis	\$129.81 per hour
Application Development	\$110.34 per hour
Database Development or Modification	\$103.85 per hour
Modification of Voice files	\$201.20 per hour

- c. The Contractor shall not be compensated for travel time to the primary location of service provision.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.
- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:
- John Hall, Motorist Information Coordinator
505 Deaderick Street
James K. Polk Building, Suite 700
Nashville, TN 37203
- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
- (1) Invoice/Reference Number (assigned by the Contractor);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which all invoiced charges are applicable);

- (4) Contract Number (assigned by the State to this Contract);
 - (5) Account Name: Department of Transportation, Community Relations Division;
 - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
 - (7) Contractor Name;
 - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
 - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
 - (10) Contractor Remittance Address;
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.
- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment One, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated, Section 12-4-401 et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business

affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

John Hall, Motorist Information Coordinator
Tennessee Department of Transportation
505 Deaderick Street
Suite 700, James K. Polk Building
Nashville, TN 37243

Telephone # 615-741-2331
FAX # 615-741-2508

The Contractor:

John Schumitz
Telvent Farradyne, Inc.
1390 Piccard Drive
Rockville, MD 20850
EMAIL ADDRESS: john.schumitz@telvent.com
Telephone # 301-354-1375
Fax # 301-354-5567

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
 - c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a

contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

- E.6. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.
- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
 - b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
 - c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
 - d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

- E.7. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.8. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

E.9 Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

E.10 Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-40100-23009 (Attachment 6.2.- B.15) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

E.11 Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

IN WITNESS WHEREOF,

TELVENT FARRADYNE, INC.:



CONTRACTOR SIGNATURE

DATE 24 July 2009

Patrick McGowan Vice President, Business Development and Marketing
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

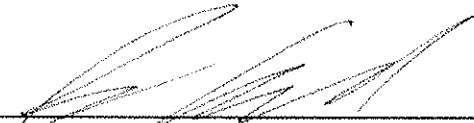
DEPARTMENT OF TRANSPORTATION:



JUL 28 2009

GERALD F. NICELY, COMMISSIONER

DATE



JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

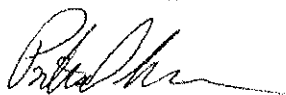
7/28/09
DATE

APPROVED:	
<i>Approved on line</i>	
COMMISSIONER OF FINANCE & ADMINISTRATION	DATE
COMMISSIONER HUMAN RESOURCES	DATE
COMPTROLLER OF THE TREASURY	DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	TELVENT FARRADYNE, INC.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	52-1366064

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



CONTRACTOR SIGNATURE

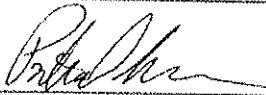
NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Patrick F. McGowan, Vice President

PRINTED NAME AND TITLE OF SIGNATORY

24 July 2009

DATE OF ATTESTATION

FA CONTRACT INFORMATION SUPPLEMENT FOR ALL FA-TYPE CONTRACTS — COMPLETE <u>EITHER</u> SECTION A <u>OR</u> SECTION B	
Contract RFS #	40100-23009
Contractor:	TELVENT FARRADYNE, INC.
SECTION A— CONTRACTOR IS AN INDIVIDUAL	SECTION B— CONTRACTOR IS A COMPANY (e.g., sole proprietorship, partnership, or corporation)
Is or has the contractor been a state employee? <input type="checkbox"/> NO (no additional information required) <input type="checkbox"/> YES	Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company? <input checked="" type="checkbox"/> NO (no additional information required) <input type="checkbox"/> YES
Was such employment within the past six months? <input type="checkbox"/> NO <input type="checkbox"/> YES (an approved rule exception permitting a contract within six months of employment is also required)	Was such employment within the past six months? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (an approved rule exception permitting a contract within six months of employment is also required)
Does the contractor receive Tennessee Consolidated Retirement System (TCRS) retirement benefits? <input type="checkbox"/> NO <input type="checkbox"/> YES (the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)	Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)
CONTRACTOR SIGNATURE	
	
TELVENT FARRADYNE, INC.	DATE 24 July 2009